

Hearing Date and Time: May 27, 2020 at 10:00 AM (ET)
Objection Deadline: May 4, 2020 at 4:00 PM (ET)

Dennis F. Dunne, Esq.
Andrew M. Leblanc, Esq.
Tyson M. Lomazow, Esq.
Lauren C. Doyle, Esq.
MILBANK LLP
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

*Proposed Counsel to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
OneWeb Global Limited, <i>et al.</i>)	
	)	Case No. 20-22437 (RDD)
Debtors. ¹	)	(Jointly Administered)

**NOTICE OF DEBTORS' APPLICATION FOR ENTRY
OF ORDER AUTHORIZING EMPLOYMENT AND RETENTION
OF FTI CONSULTING, INC. AS FINANCIAL ADVISOR TO DEBTORS
AND DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

PLEASE TAKE NOTICE that OneWeb Global Limited and its above-captioned affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases, hereby file this application ("Application") for entry of an order, substantially in the form attached to the Application as **Exhibit A**, pursuant to sections 105(a), 327(a), 328(a), 329, and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, Rules

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: OneWeb Global Limited (N/A); OneWeb Holdings LLC (5429); OneWeb Communications Limited (9487); WorldVu Satellites Limited (7802); WorldVu Development LLC (9067); WorldVu JV Holdings LLC (N/A); 1021823 B.C. LTD (8609); Network Access Associates Limited (8566); OneWeb Limited (8662); WorldVu South Africa (Pty) Ltd. (1867); OneWeb Chile SpA (2336); WorldVu Australia Pty Ltd. (5436); WorldVu Unipessoal Lda. (2455); OneWeb Norway AS (0209); OneWeb ApS (9191); OneWeb Network Access Holdings Limited (8580); OneWeb G.K. (1396); OneWeb Ltd (8661); WorldVu Mexico S. DE R. L. DE C.V. (1234). The Debtors' headquarters is located at 195 Wood Lane, West Works Building, 3rd Floor, London, W12 7FQ, UK.

2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure, and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York, authorizing employment and retention of Omni Agent Solutions as Administrative Agent *nunc pro tunc* to the petition date.

PLEASE TAKE FURTHER NOTICE that the Application will be heard at a hearing scheduled for May 27, 2020, at 10:00 a.m. (prevailing Eastern Time) (the “**Hearing**”) before the Honorable Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601-4140 (the “**Bankruptcy Court**”), or at such other time as the Bankruptcy Court may determine.

PLEASE TAKE FURTHER NOTICE that pursuant to the Bankruptcy Court’s General Order M-543, dated March 20, 2020 (“**General Order M-543**”), the **Hearing will be conducted telephonically**. Parties wishing to participate in the Hearing should reference General Order M-543 for further instructions on how to make a telephonic appearance.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the motions to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that you need not appear at the Hearing if you do not object to the relief requested in the Motion.

PLEASE TAKE FURTHER NOTICE that objections or responses, if any, to the Application must comply with the Federal Rules of Bankruptcy Procedures and the Local Bankruptcy Rules for the Southern District of New York. Objections or responses, if any, to the Application must be served in compliance with the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 44] **on or before May 4, 2020 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that if you do not want the Bankruptcy Court to grant the relief requested in the Application, or if you want the Bankruptcy Court to consider your views on the Application, then you or your attorney must attend the Hearing. If you or your attorney do not take these steps, the Bankruptcy Court may decide that you do not oppose the relief sought in the Application and may enter orders granting the relief requested in the Application.

[Remainder of page intentionally left blank]

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written objection to the relief requested in the Motion, the Bankruptcy Court may deem any opposition waived, treat the Motion as conceded, and enter an order granting the relief requested in the Application without further notice or hearing.

Dated: April 27, 2020
New York, New York

/s/ Tyson M. Lomazow

Dennis F. Dunne, Esq.
Andrew M. Leblanc, Esq.
Tyson M. Lomazow, Esq.
Lauren C. Doyle, Esq.
MILBANK LLP
55 Hudson Yards
New York, NY 10001
Telephone: (212) 530-5000
Facsimile: (212) 530-5219
Email: ddunne@milbank.com
aleblanc@milbank.com
tlomazow@milbank.com
ldoyle@milbank.com
*Proposed Counsel for Debtors
and Debtors in Possession*

Hearing Date and Time: May 27, 2020 at 10:00 AM (ET)
Objection Deadline: May 4, 2020 at 4:00 PM (ET)

Dennis F. Dunne, Esq.
Andrew M. Leblanc, Esq.
Tyson M. Lomazow, Esq.
Lauren C. Doyle, Esq.
MILBANK LLP
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

*Proposed Counsel to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
)	
OneWeb Global Limited, <i>et al.</i>	)	Case No. 20-22437 (RDD)
)	
Debtors. ¹	)	(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY OF ORDER
AUTHORIZING EMPLOYMENT AND RETENTION OF FTI
CONSULTING, INC. AS FINANCIAL ADVISOR TO DEBTORS
AND DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

OneWeb Global Limited and its above-captioned affiliates, as debtors and debtors in possession (collectively, the “Debtors”), file this application (the “Application”) for entry of an order substantially in the form annexed hereto as **Exhibit A** (the “Proposed Order”), pursuant to

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: OneWeb Global Limited (N/A); OneWeb Holdings LLC (5429); OneWeb Communications Limited (9487); WorldVu Satellites Limited (7802); WorldVu Development LLC (9067); WorldVu JV Holdings LLC (N/A); 1021823 B.C. LTD (8609); Network Access Associates Limited (8566); OneWeb Limited (8662); WorldVu South Africa (Pty) Ltd. (1867); OneWeb Chile SpA (2336); WorldVu Australia Pty Ltd. (5436); WorldVu Unipessoal Lda. (2455); OneWeb Norway AS (0209); OneWeb ApS (9191); OneWeb Network Access Holdings Limited (8580); OneWeb G.K. (1396); OneWeb Ltd (8661); WorldVu Mexico S. DE R. L. DE C.V. (1234). The Debtors’ headquarters is located at 195 Wood Lane, West Works Building, 3rd Floor, London, W12 7FQ, UK.

sections 105(a), 327(a), 328(a), 329, and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), authorizing the employment and retention of FTI Consulting, Inc. (“FTI”) as financial advisors to the Debtors, *nunc pro tunc* to the Petition Date (as defined below).

In support of this Application, the Debtors rely upon the declaration of Michael Katzenstein, Senior Managing Director of FTI, annexed hereto as **Exhibit B** (the “Katzenstein Declaration”). In further support of this Application, the Debtors respectfully state as follows:

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327 and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1.

Background

4. On March 27, 2020 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

5. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors’ cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 29] entered by the Court. On April 16, 2020, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors. *See Notice of Appointment of Official Committee of Unsecured Creditors* [Docket No. 67]. No trustee or examiner has been appointed in these cases.

6. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the filing of these cases is set forth in the *Declaration of Thomas Whayne in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 3] (the “First Day Declaration”).²

Relief Requested

7. The Debtors request entry of the Proposed Order pursuant to sections 327 and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, authorizing them to retain and employ FTI as their financial advisors, effective *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in that certain engagement agreement dated March 19, 2020, annexed hereto as **Exhibit C** (the “Engagement Agreement”).

² Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the First Day Declaration.

FTI's Qualifications

8. The Debtors have determined, in the exercise of their business judgement, that the size and complexity of their business requires them to employ a financial advisor with the knowledge of the Debtors' industry and business, as well as experience with the chapter 11 process, to advise the Debtors with respect to these chapter 11 cases. Accordingly, on March 19, 2020, the Debtors engaged FTI to provide financial, consulting, bankruptcy and restructuring advisory services to them, as set forth in the Engagement Agreement.

9. As described in the Katzenstein Declaration, FTI has a wealth of experience in providing financial advisory services in complex restructurings and reorganizations and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. FTI's expertise includes liquidity and capital structure assessment, debt and equity restructuring advice, and identification of reorganization alternatives. FTI has significant experience assisting distressed companies with day-to-day management activities, including development of *pro forma* financial statements and business plans, cash flow management, and implementation of liquidity-enhancing and cost-saving strategies.

10. Furthermore, as a result of the significant prepetition work performed on behalf of the Debtors, FTI has acquired significant knowledge of the Debtors and their businesses and is intimately familiar with the Debtors' financial affairs and systems, capital structure, operations, and related matters. During their prepetition engagement, FTI assisted the Debtors' management team with, among other things, forecasting the Debtors' liquidity position, developing medium-term financial projections, analyzing the Debtors' obligations to vendors, suppliers and service providers, preparing for the Debtors' chapter 11 filing and first day relief, developing and implementing strategies for communications with internal and external stakeholders, and

preparing financial analysis and planning. Such experience and knowledge will be invaluable to the Debtors throughout these cases.

Services to Be Provided

11. Pursuant to the terms and conditions of the Engagement Agreement, FTI has provided and agreed to continue providing the following financial advisory and consulting services:³

- Assist counsel and the Debtors in the preparation of all first day motions, and other filings and analysis as requested by the Debtors or counsel throughout the course of the cases;
- Document and describe key company functions in support of first day motions addressing critical post-petition requirements, including cash management, employee related programs, critical vendor treatment, insurance and bonding programs, etc.;
- Assist in developing or updating and enhancing 13 week and 26-week cash forecasts;
- Assist management in obtaining and sizing the required liquidity needed either through cash collateral or Debtor in Possession financing;
- Assist management, counsel and the Debtors with the preparation of court-mandated reporting requirements including, but not limited to the Schedule of Assets and Liabilities, Statement of Financial Affairs, and Monthly Operating Reports;
- As required, assist the Debtors and counsel in connection with the restructuring proceedings in the U.K. or other jurisdictions outside the U.S.;
- Assist the Debtors in developing and preparing due diligence materials for potential lenders/investors/acquirors;
- Assist the Debtors and counsel in the reconciliation of claims;
- Assist the Debtors and counsel in the financial analysis of potential avoidance actions;
- Assist the Debtors and counsel in preparation of plan and disclosure statement and supporting materials;
- Provide testimony and other litigation support as the circumstances warrant;
- Assist the Debtors with developing and communicating messaging for external stakeholders, including media relations;
- Assist the Debtors with the development of an internal document to support employee communications; and

³ The summary of the services and the other Engagement Agreement terms included in the Application is provided for purposes of convenience only and is qualified in its entirety by reference to the Engagement Agreement. To the extent that this Application and the terms of the Engagement Agreement are inconsistent, the terms of the Engagement Agreement shall control.

- Other services relating to the bankruptcy cases the Debtors may direct FTI to perform.

No Duplication of Services

12. The services of FTI will complement and not duplicate the services rendered by any other professional retained in these cases. As set forth in the Katzenstein Declaration, FTI understands that the Debtors have retained and may retain additional professionals during the term of FTI's engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by all professionals on behalf of the Debtors. FTI is providing distinct and specific financial advising and consulting services as set forth in the Engagement Agreement, and such services are not expected to duplicate those to be provided by any other consultants, legal advisors, or investment bankers.

Professional Compensation

13. In consideration of the services to be provided by FTI, subject to this Court's approval, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable orders of the Court, and pursuant to the terms and conditions of the Engagement Agreement, the Debtors have agreed to: (a) compensate FTI for the services set forth in the Engagement Agreement on an hourly basis in accordance with FTI's ordinary and customary rates in effect on the date such services are rendered and (b) reimburse actual and necessary costs and expenses incurred by FTI in connection with the services performed on behalf of the Debtors (collectively, the "Fee and Expense Structure").

14. The current standard hourly rates, subject to periodic adjustments, that FTI professionals will charge pursuant to the Engagement Agreement are as follows:

United States:

Billing Category	Hourly Billing Rate (USD)
Senior Managing Directors	\$920 to \$1,295
Directors / Senior Directors / Managing Directors	\$690 to \$905
Consultants / Senior Consultants	\$370 to \$660
Administrative / Paraprofessionals	\$150 to \$280

15. The rates set forth above reflect FTI's normal and customary billing practices for engagements of this complexity and magnitude. FTI revises its hourly rates periodically. To the extent FTI uses employees of its U.S. subsidiaries, it will charge standard U.S. hourly rates for each such employee. To the extent this engagement requires services of FTI's international divisions or personnel, it will charge standard U.S. hourly rates for each such employee. FTI will maintain time records in conformity with the Fee Guidelines.

16. In addition to the fees outlined above, FTI will bill for reasonable and documented direct expenses which are incurred on the Debtors' behalf during this engagement. Direct expenses include reasonable and customary and documented out-of-pocket expenses which are billed directly to the engagement such as internet access, telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to this engagement.

17. If FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to the engagement, the Debtors will compensate FTI at its regular hourly rates and reimburse FTI for reasonable direct expenses (including counsel fees) with respect thereto.

18. The Debtors understand and have agreed that FTI hereafter will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the General Order M-412 (Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010 (Gonzalez, C.J.)), Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, dated January 29, 2013 (Morris, C.J.)), and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (collectively, the “Fee Guidelines”), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable orders of the Court, both in connection with this Application and any interim and final fee applications to be filed by FTI in these chapter 11 cases.

19. FTI has not shared or agreed to share any of its compensation from the Debtors or any other person, other than as permitted by section 504 of the Bankruptcy Code. No promises have been received by FTI as to compensation in connection with these chapter 11 cases, other than as set forth in the Engagement Agreement.

20. In the ninety (90) days prior to the Petition Date, consistent with the Engagement Agreement and FTI’s past practices, the Debtors provided FTI with advance payments totaling \$1,144,999.71 (collectively, the “Cash on Account”). This Cash on Account is routinely and periodically applied to satisfy FTI’s professional fees, charges, and disbursements. As of the Petition Date, billings totaling \$394,999.72 had been satisfied from FTI’s Cash on Account, and the unapplied balance of FTI’s Cash on Account was \$749,999.99. Also of the Petition Date, FTI had outstanding billings of \$204,956.64 that had not yet been satisfied from its Cash on Account. FTI does not believe that the Cash on Account is property of the Debtors’ bankruptcy

estate and intends to apply the Cash on Account to satisfy such outstanding billings. Thereafter, FTI shall apply any remaining amounts of its Cash on Account towards its postpetition fees and expenses, after such postpetition fees and expenses have been approved by the first Order of this Court allowing compensation and reimbursement of expenses to FTI.

Indemnification Provisions

21. As part of the overall compensation payable to FTI under the terms of the Engagement Agreement, the Debtors have agreed to certain indemnification and contribution provisions described in the Engagement Agreement (the “Indemnification Provisions”). As more fully set forth in the Engagement Agreement, the Indemnification Provisions provide that the Debtors will indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively, including FTI, the “Indemnified Persons”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to the retention of FTI, the execution and delivery of the Engagement Agreement, the provision of the services thereunder or other matters relating to or arising from the Engagement Agreement, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined to have resulted from the gross negligence or willful misconduct of the applicable Indemnified Person(s) (an “Adverse Determination”). The Debtors have agreed to pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI has agreed that it will reimburse any amounts paid in advance to the extent they relate to an Adverse Determination.

22. The terms of the Engagement Agreement, including the Indemnification Provisions, were negotiated between the Debtors and FTI at arm’s length, and the Debtors respectfully submit that the Indemnification Provisions, as modified by the Proposed Order, are

customary, reasonable and in the best interests of the Debtors, their estates and creditors. Accordingly, as part of this Application, the Debtors request that this Court approve the Indemnification Provisions as modified by the Proposed Order.

FTI's Disinterestedness

23. As set forth in the Katzenstein Declaration, FTI has represented to the Debtors that it has not represented and will not represent any parties other than the Debtors in these chapter 11 cases or in connection with any matter that would be adverse to the Debtors arising from, or related to, these chapter 11 cases. Upon review of its client database, FTI has learned that it has, or has had in the past two years, current or recent former clients who participated in cases involving certain creditors of the Debtors and other parties in interest as more fully discussed in the Katzenstein Declaration.

24. To the best of the Debtors' knowledge: (a) FTI is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors' estates and (b) except to the extent disclosed in the Katzenstein Declaration, FTI has no connection to the Debtors, their creditors, the U.S. Trustee, or any other party with an actual or potential interest in the Debtors' cases or their attorneys or accountants. FTI has agreed that, to the extent any new relevant facts or relationships are discovered or arise, FTI will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Basis for Requested Relief

25. The Debtors seek authority to retain and employ FTI as their financial advisor under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor's] duties under

this title.” 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code and provides that “a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b). As discussed above and as further detailed in the Katzenstein Declaration, to the best of the Debtors’ knowledge, FTI is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors’ estates.

26. The Debtors believe that the Fee and Expense Structure is reasonable and market-based and should be approved under section 327 of the Bankruptcy Code. The Fee and Expense Structure adequately reflects: (a) the nature of the services to be provided by FTI and (b) the fees and expenses and indemnification provisions typically utilized by FTI and other leading financial advisory and consulting firms. FTI intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these cases pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code and applicable Bankruptcy Rules, Local Bankruptcy Rules, the Fee Guidelines, and any other applicable procedures and orders of the Court, with certain limited modifications as set forth in the Proposed Order.

27. In light of the foregoing, the Debtors submit that the relief requested in the Application is in the best interests of their estates and creditors and the Court should approve the retention and employment of FTI pursuant to the terms set forth herein and in the Engagement Agreement.

Nunc Pro Tunc Relief Is Warranted

28. The Debtors believe that employment of FTI effective *nunc pro tunc* to the Petition Date is warranted under the circumstances of these cases so that FTI may be

compensated for the services it performed prior to entry of an order approving FTI's retention. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* effectiveness of FTI's employment because FTI has provided, and will continue to provide, valuable services to the Debtors' estates in the covered period.

Notice

29. Notice of this Application has been provided in accordance with the procedures set for in the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 44]. The Debtors respectfully submit that no further notice is required.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: New York, New York
April 27, 2020

/s/ Thomas Whayne
Thomas Whayne
Chief Financial Officer

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:	)	Chapter 11
)	
OneWeb Global Limited, <i>et al.</i>	)	Case No. 20-22437 (RDD)
)	
Debtors. ¹	)	(Jointly Administered)
_____)	

**ORDER AUTHORIZING DEBTORS TO
RETAIN AND EMPLOY FTI CONSULTING, INC. AS
FINANCIAL ADVISOR *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, for authority to retain and employ FTI Consulting, Inc. (“FTI”) to serve as the Debtors’ financial advisor, effective *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Engagement Agreement, all as more fully set forth in the Application; and upon consideration of the declaration of the Katzenstein Declaration and the First Day Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and consideration of the Application and the relief

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: OneWeb Global Limited (N/A); OneWeb Holdings LLC (5429); OneWeb Communications Limited (9487); WorldVu Satellites Limited (7802); WorldVu Development LLC (9067); WorldVu JV Holdings LLC (N/A); 1021823 B.C. LTD (8609); Network Access Associates Limited (8566); OneWeb Limited (8662); WorldVu South Africa (Pty) Ltd. (1867); OneWeb Chile SpA (2336); WorldVu Australia Pty Ltd. (5436); WorldVu Unipessoal Lda. (2455); OneWeb Norway AS (0209); OneWeb ApS (9191); OneWeb Network Access Holdings Limited (8580); OneWeb G.K. (1396); OneWeb Ltd (8661); WorldVu Mexico S. DE R. L. DE C.V. (1234). The Debtors’ headquarters is located at 195 Wood Lane, West Works Building, 3rd Floor, London, W12 7FQ, UK.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been provided in accordance with the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 44], and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief sought in the Application is in the best interests of the Debtors' estates and their creditors; and the legal and factual bases set forth in the Application establishing just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Application is approved to the extent set forth herein.
2. The Debtors are authorized, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, to retain and employ FTI as their financial advisors in accordance with the terms and conditions of the Engagement Agreement, as modified herein or by the Bankruptcy Rules or Court orders, *nunc pro tunc* to the Petition Date, and to pay fees and reimburse expenses to FTI on the terms set forth in the Engagement Agreement.
3. The terms of the Engagement Agreement, as modified by this Order, are approved in all respects except as limited or modified herein.
4. Notwithstanding anything to the contrary in the Engagement Agreement or the Application, to the extent that the Debtors request FTI to perform any services other than those detailed in the Engagement Agreement, the Debtors shall seek further approval by the Court by an application that shall set forth the additional services to be performed and the additional fees sought to be paid.

5. Notwithstanding anything to the contrary contained herein or in the Application or Engagement Agreement, FTI shall file interim and final fee applications for allowance of compensation and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, any other Orders of the Court.

6. FTI shall apply the Cash on Account to satisfy its prepetition fees and expenses. FTI shall apply any remaining amount of its Cash on Account as a credit towards its postpetition fees and expenses, after such postpetition fees and expenses have been approved by the first Order of this Court allowing compensation and reimbursement of out-of-pocket expenses to FTI.

7. Prior to any increase in FTI's rates, FTI shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Debtors, the United States Trustee and the Official Committee of Unsecured Creditors of OneWeb Global Limited, *et al.*, which supplemental affidavit shall explain the basis for the requested rate increase in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rate increases are subject to review by the Court.

8. Notwithstanding anything to the contrary in the Application or Engagement Agreement, to the extent that FTI uses the services of independent contractors or employees of foreign affiliates (collectively, the "Contractors") in these cases, FTI (i) shall pass-through the cost of such Contractors to the Debtors at the same rate that FTI pays the Contractors; (ii) shall seek reimbursement for actual out-of-pocket expenses only; and (iii) shall ensure that the

Contractors are subject to the same conflict checks and disclosures as required of professionals by Bankruptcy Rule 2014.

9. The limitation of liability section in paragraph 6.2 of the Standard Terms and Conditions attached to the Engagement Agreement shall be of no force or effect with respect to the engagement authorized by this Order.

10. The Indemnification Provisions are approved; provided, however, that all requests by FTI for the payment of indemnification shall be made by means of an application to this Court and shall be subject to review by this Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, further, however, that in no event shall FTI be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct. In the event that FTI seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in FTI's own applications but determined by this Court after notice and a hearing, and such invoices and time records shall be subject to the Fee Guidelines and the approval of the Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

11. To the extent there may be any inconsistency between the terms of the Application, the Engagement Agreement, and this Order, this Order shall govern.

12. Notice of the Application is adequate under Bankruptcy Rule 6004(a).

13. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

14. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2020
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Katzenstein Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:	)	Chapter 11
)	
OneWeb Global Limited, <i>et al.</i>	)	Case No. 20-22437 (RDD)
)	
Debtors. ¹	)	(Jointly Administered)
)	

**DECLARATION OF MICHAEL KATZENSTEIN
IN SUPPORT OF THE APPLICATION OF DEBTORS
FOR ENTRY OF ORDER AUTHORIZING EMPLOYMENT
AND RETENTION OF FTI CONSULTING, INC. AS FINANCIAL
ADVISOR TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

I, Michael Katzenstein, make this declaration pursuant to 28 U.S.C. § 1746 and state as follows:

1. I am a Senior Managing Director at FTI Consulting, Inc. (“FTI”), a financial advisory services firm with numerous offices throughout the United States. I am duly authorized to make this declaration (the “Declaration”) on behalf of FTI and submit this Declaration in support of the Debtors’ application (the “Application”),² pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, for authority to retain and employ FTI, as financial advisors to the Debtors, *nunc pro*

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: OneWeb Global Limited (N/A); OneWeb Holdings LLC (5429); OneWeb Communications Limited (9487); WorldVu Satellites Limited (7802); WorldVu Development LLC (9067); WorldVu JV Holdings LLC (N/A); 1021823 B.C. LTD (8609); Network Access Associates Limited (8566); OneWeb Limited (8662); WorldVu South Africa (Pty) Ltd. (1867); OneWeb Chile SpA (2336); WorldVu Australia Pty Ltd. (5436); WorldVu Unipessoal Lda. (2455); OneWeb Norway AS (0209); OneWeb ApS (9191); OneWeb Network Access Holdings Limited (8580); OneWeb G.K. (1396); OneWeb Ltd (8661); WorldVu Mexico S. DE R. L. DE C.V. (1234). The Debtors’ headquarters is located at 195 Wood Lane, West Works Building, 3rd Floor, London, W12 7FQ, UK.

² Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Application.

tunc to March 27, 2020 (the “Petition Date”) upon the terms and conditions set forth in the Application and the Engagement Agreement.

2. Except as otherwise stated in the Application, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto. Certain of the disclosures set forth herein are related to matters within the knowledge of other employees of FTI and are based on information provided to me by them.

FTI’s Qualifications

3. FTI has a wealth of experience in providing financial advisory services in complex restructurings and reorganizations. FTI enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. FTI’s expertise includes liquidity and capital structure assessment, debt and equity restructuring advice, and identification of reorganization alternatives. FTI has significant experience assisting distressed companies with day-to-day management activities, including development of *pro forma* financial statements and business plans, cash flow management, and implementation of liquidity-enhancing and cost-saving strategies.

4. Furthermore, as a result of the significant prepetition work performed on behalf of the Debtors, FTI has acquired significant knowledge of the Debtors and their businesses and is intimately familiar with the Debtors’ financial affairs and systems, capital structure, operations, and related matters. During their prepetition engagement, FTI assisted the Debtors’ management team with, among other things, forecasting the Debtors’ liquidity position, developing medium-term financial projections, analyzing the Debtors’ obligations to vendors, suppliers and service providers, preparing for the Debtors’ chapter 11 filing and first day relief, developing and implementing strategies for communications with internal and external stakeholders, and preparing financial analysis and planning. Prior to the Petition Date, FTI’s Strategic

Communications business segment was engaged by OneWeb, Network Access Associates Limited and WorldVu Development LLC to provide various types of strategic communications services and support. Such experience and knowledge will be invaluable to the Debtors throughout these cases.

Services to be Provided

5. Pursuant to the terms and conditions of the Engagement Agreement, FTI has provided and agreed to continue providing the following financial advisory and consulting services:³

- Assist counsel and the Debtors in the preparation of all first day motions, and other filings and analysis as requested by the Debtors or counsel throughout the course of the cases;
- Document and describe key company functions in support of first day motions addressing critical post-petition requirements, including cash management, employee related programs, critical vendor treatment, insurance and bonding programs, etc.;
- Assist in developing or updating and enhancing 13 week and 26-week cash forecasts;
- Assist management in obtaining and sizing the required liquidity needed either through cash collateral or Debtor in Possession financing;
- Assist management, counsel and the Debtors with the preparation of court-mandated reporting requirements including, but not limited to the Schedule of Assets and Liabilities, Statement of Financial Affairs, and Monthly Operating Reports;
- As required, assist the Debtors and counsel in connection with the restructuring proceedings in the U.K. or other jurisdictions outside the U.S.;
- Assist the Debtors in developing and preparing due diligence materials for potential lenders/investors/acquirors;
- Assist the Debtors and counsel in the reconciliation of claims;
- Assist the Debtors and counsel in the financial analysis of potential avoidance actions;
- Assist the Debtors and counsel in preparation of plan and disclosure statement and supporting materials;
- Provide testimony and other litigation support as the circumstances warrant;

³ The summary of the services and the other Engagement Agreement terms included in the Application is provided for purposes of convenience only and is qualified in its entirety by reference to the Engagement Agreement. To the extent that this Application and the terms of the Engagement Agreement are inconsistent, the terms of the Engagement Agreement shall control.

- Assist the Debtors with developing and communicating messaging for external stakeholders, including media relations;
- Assist the Debtors with the development of an internal document to support employee communications; and
- Other services relating to the bankruptcy cases the Debtors may direct FTI to perform.

No Duplication of Services

6. FTI understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by all professionals on behalf of the Debtors. I believe that FTI is providing distinct and specific financial advising and consulting services, and such services are not expected to duplicate those to be provided by any other consultants or advisors.

Professional Compensation

7. In consideration of the services to be provided by FTI, subject to this Court's approval, the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, and any applicable orders of the Court, and pursuant to the terms and conditions of the Engagement Agreement, the Debtors have agreed to: (a) compensate FTI for the services set forth in the Engagement Agreement on an hourly basis in accordance with FTI's ordinary and customary rates in effect on the date such services are rendered and (b) reimburse actual and necessary costs and expenses incurred by FTI in connection with all services performed on behalf of the Debtors (collectively, the "Fee and Expense Structure").

8. The current standard hourly rates, subject to periodic adjustments, that FTI professionals will charge for the foregoing services are as follows:

United States:

Billing Category	Hourly Billing Rate (USD)
Senior Managing Directors	\$920 to \$1,295
Directors / Senior Directors / Managing Directors	\$690 to \$905
Consultants / Senior Consultants	\$370 to \$660
Administrative / Paraprofessionals	\$150 to \$280

9. The hourly rates set forth above are FTI's hourly rates for the work of its professionals and staff members in the United States. To the extent this engagement requires services of FTI's international divisions or personnel, it will charge standard U.S. hourly rates for each such employee. These hourly rates reflect FTI's normal and customary billing practices for engagements of this complexity and magnitude. FTI will maintain time records in conformity with the Fee Guidelines.

10. I, as Senior Managing Director, will lead and supervise the FTI engagement team, and my currently hourly rate is \$1,295.

11. FTI revises its hourly rates periodically. To the extent FTI uses employees of its U.S. affiliates during this engagement, FTI will charge standard U.S. hourly rates for each such employee. To the extent this engagement requires services of FTI's international divisions or personnel, FTI will charge its standard U.S. hourly rates.

12. In addition to the fees outlined above, FTI will bill for reasonable and documented direct expenses which are incurred on the Debtors' behalf during this Engagement. Direct expenses include reasonable and customary and documented out-of-pocket expenses which are billed directly to the engagement such as internet access, telephone, overnight mail,

messenger, travel, meals, accommodations and other expenses specifically related to this engagement.

13. If FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating this engagement, the Debtors will compensate FTI at its regular hourly rates and reimburse FTI for reasonable direct expenses (including counsel fees) with respect thereto.

14. I believe that the Fee and Expense Structure is reasonable, market-based, and comparable to that of financial advisors and consultants of similar stature to FTI for comparable engagements, both in and out of chapter 11. The Fee and Expense Structure is consistent with FTI's normal and customary billing practices for comparably-sized and complex cases and transactions, both in and out of court, involving the services to be provided in connection with these Chapter 11 Cases. Moreover, the Fee and Expense Structure is consistent with and typical of arrangements entered into by FTI and other financial advisory and consulting firms with the rendering of comparable services to clients such as the Debtors.

15. In the ninety (90) days prior to the Petition Date, consistent with the Engagement Agreement and FTI's past practices, the Debtors provided FTI with advance payments totaling \$1,144,999.71 (collectively, the "Cash on Account"). This Cash on Account is routinely and periodically applied to satisfy FTI's professional fees, charges, and disbursements. As of the Petition Date, billings totaling \$394,999.72 had been satisfied from FTI's Cash on Account, and the unapplied balance of FTI's Cash on Account was \$749,999.99. Also of the Petition Date, FTI had outstanding billings of \$204,956.64 that had not yet been satisfied from its Cash on Account. FTI does not believe that the Cash on Account is property of the Debtors' bankruptcy estate and intends to apply the Cash on Account to satisfy such outstanding billings. Thereafter,

FTI shall apply any remaining amounts of its Cash on Account towards its postpetition fees and expenses, after such postpetition fees and expenses have been approved by the first Order of this Court allowing compensation and reimbursement of expenses to FTI.

Indemnification Provisions

16. The Debtors have agreed to the Indemnification Provisions set forth in the Engagement Agreement, which provide that the Debtors will, except as expressly provided in the Engagement Agreement, indemnify and hold harmless FTI's Indemnified Persons from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys' fees and expenses and costs of investigation) arising out of or relating to the retention of FTI, the execution and delivery of the Engagement Agreement, the provision of the services or other matters relating to or arising from the Engagement Agreement. The Debtors have agreed to pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI has agreed that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.

17. The terms of the Engagement Agreement, including the Indemnification Provisions, were negotiated between the Debtors and FTI at arm's length. I believe that the Indemnification Provisions, as modified by the Proposed Order, are customary and reasonable for financial advisory and consulting engagements, both in and out of court, and in the best interests of the Debtors, their estates and creditors.

FTI's Disinterestedness

18. In connection with the preparation of this Declaration, FTI conducted a review of its contacts with the Debtors, their affiliates, and certain other parties in interest that were made reasonably known to FTI. A categorized list of the types of parties in interest who were considered is listed in **Schedule A** hereto. FTI's review, completed under my supervision,

consisted of a query of the **Schedule A** parties within an internal computer database containing names of individuals and entities that are involved in open cases in which FTI's current or recent former clients are also involved. While this review remains underway, a summary of the relationships that FTI has identified thus far during this process is set forth on **Schedule B** to this Declaration. Upon completion of our review, FTI will supplement this Declaration for any additional relationships identified.

19. Based on the results of its review thus far, FTI does not have a relationship with any of the parties listed on **Schedule A** in matters related to these cases, except for its relationship with the Debtors. FTI has provided and could reasonably be expected to continue to provide services unrelated to the Debtors' chapter 11 cases to its current clients in matters involving the individuals and entities listed on **Schedule B**. With the exception of Clifford Chance LLP, Latham & Watkins LLP and Winston & Strawn LLP, no single client of FTI listed on **Schedule B** accounted for more than 1% of FTI's gross revenues for the year ending December 31, 2019. FTI has not represented any of these entities in connection with any matters relating to the Debtors and does not, and will not, represent them in any capacity in connection with these cases. Nor is there a restriction on FTI being adverse to any of the parties listed on **Schedule B**.

20. FTI's assistance to its clients in the cases involving these parties has been related to providing various financial restructuring, litigation support and/or engineering and scientific investigation consulting services. To the best of my knowledge, FTI has not provided, does not provide, and will not provide services to any of its clients, other than the Debtors, in matters directly related to the Debtors or these cases, nor does FTI's involvement in these cases compromise its ability to continue providing such consulting services.

21. In addition, as part of its diverse practice, FTI appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and other parties-in-interest in these cases. Also, FTI has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these cases. In addition, FTI has in the past, may currently, and will likely in the future, be working with or against other professionals involved in these cases in matters unrelated to the Debtors and these cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors and none are in connection with these cases.

22. It is FTI's policy and intent to update and expand its ongoing relationship search for additional parties in interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, FTI will promptly file a supplemental affidavit as required by Bankruptcy Rule 2014(a).

23. To the best of my knowledge, (a) no commitments have been made or received by FTI with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code and (b) FTI has no agreement with any other entity to share with such entity any compensation received by FTI in connection with these cases.

24. I have read the Application and, to the best of my knowledge, information and belief, the contents of the Application are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 27, 2020

FTI CONSULTING, INC.

By: /s/ Michael Katzenstein
Name: Michael Katzenstein
Title: Senior Managing Director

Schedule A

POTENTIAL PARTIES IN INTEREST SEARCHED

Debtors

1021823 BC LTD	OneWeb Network Access Holdings Limited
Network Access Associates Limited	OneWeb Norway AS
OneWeb ApS	WorldVu Development LLC
OneWeb Chile SpA	WorldVu JV Holdings LLC
OneWeb Communications Limited	WorldVu Mexico S. DE R. L. DE C.V.
OneWeb G.K.	WorldVu Satellites Limited
OneWeb Global Limited	WorldVu South Africa (Pty) Ltd.
OneWeb Holdings LLC	WorldVu, Australia Pty Ltd
OneWeb Limited	WorldVu, Unipessoal Lda
OneWeb Ltd (Malta)	

Non-Debtors

Airbus OneWeb Satellites Florida LLC	OneWeb Communications S.a.r.l
Airbus OneWeb Satellites LLC	OneWeb Costa Rica Limitada
Airbus OneWeb Satellites North America LLC	OneWeb Development Ltd
Airbus OneWeb Satellites SAS	OneWeb LLC
First Tech Web Company Limited	OneWeb Norway AS
One Web Angola LDA	OneWeb SA
OneWeb Asia Pte Ltd	OneWeb Senegal SARL
OneWeb Capacidade Satelital Ltda	OneWeb Technology Ltd

Debtors' Trade Names

OneWeb
WorldVu

Current/Former Directors and Officers

Clavel, Alex Bernard	Rohleder, Diane
Directors of NAA act on its behalf	Rosati, Florencia
Fay, Steven Philip	Salinas, Ricardo Benjamin
Finkelstein, Ohad	Steckel, Adrian Georges
Guerere, Kathleen	Varela, Emilio Beccar
Hoke, Dirk Carsten	Wang, Honggang
Karimbhai, Sameer	Wee, Tan Cher (Chen Zhiwei)
Ladovaz, Massimiliano	Whitehead, Julian Bruce
Li, Quinn	Wyler, Gregory Thane
Lobo, Sarah	Wyrough, Penn
Rocha, Roberto Bittencourt Marcondes	

S.D.N.Y Bankruptcy Judges (including visiting Judges)

Bernstein, Stuart M.
Chapman, Shelley C.
Drain, Robert D.
Garrity, James L.
Glenn, Martin

Grossman, Robert E.
Lane, Sean H.
Morris, Cecelia G., Chief Judge
Vyskocil, Mary Kay
Wiles, Michael E.

S.D.N.Y District Judges (including visiting Judges)

Abrams, Ronnie
Batts, Deborah A.
Berman, Richard M.
Briccetti, Vincent L.
Broderick, Vernon S.
Buchwald, Naomi Reice
Caproni, Valerie E.
Carter, Andrew L.
Castel, P. Kevin
Cote, Denise L.
Crotty, Paul A.
Daniels, George B.
Engelmayer, Paul A.
Failla, Katherine Polk
Furman, Jesse M.
Gardephe, Paul G.
Haight, Charles S.
Hellerstein, Alvin K.
Kaplan, Lewis A.
Karas, Kenneth M.
Keenan, John F.

Koetl, John G.
Liman, Lewis J
Marrero, Victor
McMahon, Colleen
McMahon, Colleen, Chief U.S. District
Judge
Nathan, Alison J.
Oetken, J. Paul
Pauley, William H.
Preska, Loretta A.
Rakoff, Jed S.
Ramos, Edgardo
Roman, Nelson S.
Schofield, Lorna G.
Seibel, Cathy
Stanton, Louis L.
Stein, Sidney H.
Sullivan, Richard J.
Swain, Laura Taylor
Torres, Analisa
Vyskocil, Mary Kay

S.D.N.Y. District Magistrate Judges (including visiting Judges)

Aaron, Stewart D.
Cave, Sarah L
Cott, James L.
Davison, Paul E.
Fox, Kevin N.
Freeman, Debra
Goldberg, Martin R.
Gorenstein, Gabriel W.

Lehrburger, Robert W.
McCarthy, Judith C
Moses Barbara
Netburn, Sarah
Parker, Katherine H.
Smith, Lisa Margareth
Wang, Ona T.

Clerks of the Court

Ruby J. Krajick (Clerk of the District Court)
Vito Genna (Clerk of the Bankruptcy Court)

Office For U.S. Trustee, Region 2

Abriano, Victor

Arbeit, Susan

Catapano, Maria
Choy, Danny A.
Harrington, William K
Higgins, Benjamin J.
Joseph, Nadkarni
Masumoto, Brian S.
Mendoza, Ercilia A.
Moroney, Mary V.
Morrissey, Richard C.
Nakano, Serene
Ng, Cheuk M.

Ogunleye, Alaba
Riffkin, Linda A.
Rodriquez, Ilusion
Schwartz, Andrea B.
Schwartzberg, Paul K.
Scott, Shannon
Sharp, Sylvester
Velez-Rivera, Andy
Vescovacci, Madeline
Zipes, Greg M.

Banks, Lenders, Administrative Agents

Airbus Defence And Space Gmbh
Airbus Group Proj B.V.
Airbus Sas - Legal Dept/Corporate Affairs
M&A
Asian Infrastructure Investment Bank
Banco Azteca, S.A.
Banco Azteca, S.A., Institución de Banca
Múltiple
Banco BPI
Banco Santander Totta SA
Bank of Montreal
Banque International a Luxembourg
Barclays Bank
Bnp Paribas
DNB Bank ASA
Dnb Bank Asa

Glas Trust Corporation Limited
Glas Trust, Corp, Ltd (07927175)
Global Loan Agency Services Limited
HSBC Bank
J.P. Morgan Chase (CC)
JPMorgan Chase Bank
Lloyds Tsb Offshore
OneWeb Global, Ltd
Qualcomm, Technologies, Inc
Santander Uk Plc
Softbank Group, Corp
Standard Bank
The Government of The Republic Of
Rwanda
The Saudi British Bank

Equity Holders and Related Parties

1110 Ventures, LLC
Airbus Group Proj BV
ASP Capital Holdings
Eagle Investment SCS
EchoStar Operating LLC
Groupo Salinas
Indian Continent Investment Limited
Intelsat Corporation
MacDonald Dettwiler Holdings Limited
Maxar
One Web Global Limited Voting Trust

Qualcomm Global Trading Pte. Ltd.
Sanne Fiduciary Services Limited
Servicios TPlay, S.A. de C.V.
SoftBank Group Corp.
The Coca-Cola Company
The Government of Republic of Rwanda
Vieco Nominees Limited
Virgin Group
Wyler Family Trust (Steve Markin as
trustee)

Top 30 Unsecured Creditors

Additional Contract Services
Arianespace

Capgemini America, Inc.
Collabera Inc.

Deloitte Touche Tohmatsu Ltd.
Deutsche Bank
DHG Dixon Hughes Goodman
Emerging Markets Communications, LLC
Euroconsult
Finding X
FutureAerospace Hainan Ltd.
Hawaii Pacific Teleport, LP
Hughes Network Systems, LLC
Kongsberg Satellite Services
Mcdermott Will & Emery LLP
Mission Microwave Technologies
Mosaic Island

Nokia Corp.
NTT Communications Corp.
Qualcomm Technologies, Inc.
Quanta Consulting LLC
Redapt, Inc.
Rockwell Collins, Inc.
RUAG
Salesforce.com Inc.
Shearman & Sterling LLP
USSI Global
Viasat
Willis Towers Watson PLC
Wipro Ltd.

Debtors' Bankruptcy Professionals

FTI Consulting
Guggenheim Partners
Milbank LLP
Omni Agent Solutions

Professionals

Abdullah Nafea Alanezi Law Firm
Additional Contract Services
Alden Legal Limited
Allen & Gledhill, LLP
Allen & Overy LLP
Baker McKenzie
Barros & Errazuriz
BDO USA LLP
Beccar Varela
BG Solutions, LLC
Bird & Bird
Blankingship & Keith, PC
Buchanan Ingersoll & Rooney
Casares Carrillo Y Asociados SC
Chancery Corporate Services Limited
Cheeswrights
Chesswrights Notaries Public
Choate Hall & Stewart
Ciber Regulacion
Circuitedge Consulting, LLC
Clifford Chance
Collabera Inc
Compensia

Deloitte Touche Tohmatsu Limited
Denton Canada LLP
DHG Dixon Hughes Goodman
DLA Piper
Edward Marshall Solicitors
Elizabeth Hayes and Associates Ltd
Estudio Beccar Varela
Ferrere Abogados
Finding X
Finding X Limited
Fish & Toast LLP
Franci, Michele FAST
Garcia & Bodan
Global Loan Agency Services Ltd (Glas)
Jenner & Block LLP
Jenny Sergeant LLP
K&L Gates LLP
Kaplan, Breyer, Schwarz, LLP
KPMG, LLP
Latham & Watkins LLP
Levine, Blaszak, Block & Boothby, LLP
Lukas, Lafuria, Gutierrez & Sachs, LLP
Macfarlanes

Mame Adama Gueye & Associés
MAMO TCV Advocates
McDermott Will & Emery LLP
Mosaic Island
Mourant
Mourant Ozannes
MVD Legal
Proskauer Rose
Quanta Consulting LLC
RKF Engineering Solutions LLC
Sanne

Shearman & Sterling LLP
Sheppard Mullin Richter & Hampton LLP
Stikeman Elliott LLP
Sughrue Mion, PLLC
Telecomm Strategies
Telecomm Strategies LLP
TMF Group
Winston & Strawn, LLP
Woodburn & Wedge
Zurcher Odio & Raven

Litigation Counterparties

Intelsat Corporation
Virgin

Landlords

8201 Greensboro LLC
AllTransPack Inc
B. F. Saul Property Company
B.F. Saul Property Co.
Hassan A Karim AlGahtani Sons Co.
Intelsat Corporation
Kuehne + Nagel International AG
Realty Equity Enterprise Services, LLC

Regus
Riverview Tower, LLC
Science Applications International Corp
(SAIC)
Space Florida
TMG Solutions Plaza 3, LLC
Whitewood Media Nominee Gp, Ltd
Whitewood Media Village Gp, Ltd

Governmental/Regulatory Authorities and Licensors

Administration des Contributions Directes
Africa Finance Corporation
Agence Nationale des Frequences
Agência Nacional de Telecomunicações
(Anatel)
Agenzia Delle Entrate
ANACOM
Angolan Institution of Communication
(INACOM)
Arizona Department of Revenue
Australian Communications and Media
Authority (ACMA)
Autoridad de Regulacion y Fiscalizacion de
Telecomunicacion y Transported (ATT)
BGR Government Affairs, LLC
British Embassy
California Franchise Tax Board
Canada Revenue Agency
CA-Santa Clara County

Chambre de Commerce Luxembourg
Colorado Department of Revenue
Comisión Nacional de Telecomunicaciones
(CONATEL)
Comision Nacionel de Telecomunicaciones
Commissioner of Inland Revenue
Communications and Information
Technology Commission
Conservatives Central Office
County of Fairfax(DTA)-Virginia
County of Loudoun
County Of Santa Carla
Croatian Regulatory Authority for Network
Industries (HAKOM)
Danish Energy Agency
Department of Labor and Industries
Department of Taxation-NY
Dept of International Trade

Electron Communications Committee
Ente Nacional de Comunicaciones
(ENACOM)
Federal Communications Commission
Florida Department of Revenue
Franchise Tax Board
Inland Revenue Auth. of Singapore
Instituto Federal de Telecomunicaciones
Instituto Federal de Telecomunicaciones
(IFTTEL) - Unidad de Espectro
Radioeléctrico
Internal Revenue Services
Internation Frequency Coordination
International Telecommunications Union
Kansas Corporate Tax
Kansas Department of Revenue
Le Gouvernement Du Grand-Duche de
Luxembourg
Ministere de l'Economie Numerique et des
Telecommunications
Ministerio da Fazenda
Ministerio de tecnologias de la Informacion
y Las Comunicaciones (MinTIC)
Ministerio de Transportes y Comunicaciones
Ministero della Sviluppo Economico
(MISE)
Ministry of Innovation, Science and
Economic Development Canada (ISED) -
Space Services
New Jersey Corporate Tax
New York State department of Taxation and
Finance
New York Tax Collector

Norges Varemesse
North Carolina Department of Revenue
Norwegian Communication Authority
(NKOM)
Office of Communications - Spectrum
Group (OfCom)
Organization Of American States
Prefeitura Do Municipio De Sao Paulo
Radio Communications Agency of the
Netherlands
RI Division of Taxation
Rwanda Utilities Regulatory Authority
(RURA)
Secretaría de Comunicaciones y Transportes
- Subsecretaría de Comunicaciones
Secretary of State for Business, Energy &
Industrial Strategy
Secretary Of The Commonwealth
State of New Jersey
State of Rhode Island and Providence
Plantations
SUBTEL
Svalbard Tax Collection office /
Skatteoppkreveren for Svalbard
Swedish Post and Telecom Authority (PTS)
U.S. Chamber of Commerce
U.S. Department of State
Utah State Tax Commission
Utilities Regulation and Competition
Authority (URCA)
Virginia Department of Taxation
Wireless Station Affairs Department

Significant Competitors

Blue Origin
O3B Networks
SpaceX

Starlink
Telesat

Insurance

ACE Group
Allianz
American International Group, Inc.
Assure Space
Atrium
Brit

Bupa Insurance
Canada Life Limited
Chubb Fianzas Monterrey
Chubb Fianzas Monterrey Aseguradora de
Caución, S.A.
Cigna Health and Life Insurance Co.

Elseco USA
Global Aerospace
Global Aerospace
Great American Insurance Group
Hiscox
Inter-Hannover
International Fidelity Insurance Company
Kiln
La Reunion
La Reunion Spatiale
Lloyds of London
Nexus
Partner Re

Pioneer Special Risk Insurance Services Inc.
ProCo Insurance Services
SCOR
Starr
The Guardian Life Insurance Company of
America
The Hartford Financial Services Group, Inc.
Tokio Marine
Willis Towers Watson PLC
XL Catlin London
XL Catlin New York
XL Insurance Co. SE

Utilities

African Telecommunications Union (ATC)
Airgas USA, LLC
Alaska Communications Systems Holdings
Allied Telecom
Amazon Web Services
AT&T
Atlantech Online, Inc
Azzurra Telecom
Bamboo HR HRIS
Bill.com
BT Group plc (British Telecommunications)
CenturyLink, Inc.
Cogent Communications, Inc
Colt Technology Services
COLT Telecom Group S.A.
Communications & Power Industries, Inc
Compressed Air Systems, Inc
Computer Network Defence Ltd
Constant Power Services
Cox Business Services, LLC
Crown Castle Fiber LLC

DarkTrace
Darktrace Limited
EE Payment Processing
Equinix, Inc
ESOA
Github
GoDaddy
iPass Inc.
JAMF Software LLC
LOGMEIN
Microcom Technologies, Inc.
Microsoft Azure
MYFAX Services
NTT Communications Corporation
Orange S.A.
PacketFabric LLC
Sprint Corporation
Telecom, Media and Finance Associates Inc
Telespazio
Viscosity
Zayo Group LLC

Vendors and Contract-Counterparties

1 Trick Pony LLC
1010 Holdings, LLC
10YFN
1110 Ventures, LLC

24Slides
3C Systems Company
4M Consulting
9645012 Canada Inc
AB5 Consulting
Able Moving & Storage , Inc

Access Latin America
Access Partnership LLC
Accounting & Management Services SA
Adapter Technology Co. Ltd
Adaptive Cooling Ltd
Addin365
Adobe Systems Incorporated
ADP, LLC
Advanced Solutions Product Lifecycle
Management, LC
Advanced Space
Advanced Space, LLC
Advanced Technology International
Airbus Defence and Space Limited
Airbus Defence and Space Ltd.
Airbus Defence and Space SAS
Airbus DS Satnet LLC
Airbus Group S.E.,
Airbus OneWeb Satellites
Airbus OneWeb Satellites LLC
Airbus OneWeb Satellites SAS
Airbus Operations GmbH
Ajilon
Alden Advisors Limited
Alden Legal Limited
Alliance Executive Search, LLC
ALRUD
ALTA IT Services, LLC
Altodigital
Amazon.com
American Bar Association
Amesto Global (Ireland) Limited
Analog Devices, Inc.
Analytical Graphics, Inc.
Anchorage Consultants, LLC
Anderson Mori & Tomotsune
Anne Fogarty
Anokiwave
AntiTrust Consultores & Abogados
Aon Consulting
APCO Technologies
APCO Worldwide Limited
Apex Systems, LLC,
Apodi Limited

Apple Inc.,
Applied Defense Solutions, Inc.
April Six Proof Limited
Apttus Corporation
ARC / American Relocation Connections
Arendt & Medermach SA,
Ariane Group S.A.S
Arianespace
Arianespace Inc.,
Arianespace S.A.
ARIN
Arrowhead Solutions, LLC
Artchimboldi
AS Consulting Group
ASC Signal Corporation
ASG Immigration Limited
Asia Pacific Network Info Centre
Asia Satcom
Asia-Pacific Satellite
Asia-Pacific Telecommunity (APT)
Astro Digital US, Inc
Astroscale
ATP Training
Aurifer
Availink (US) Inc.
Avis De Mise En Recouvrement
AVNET INC
Axiros GmbH
Axis Corporate Consultants Ltd
Aztech Group Ltd
Aztech Systems (HK) LTD
Ball Aerospace & Technologies Corp.
Ball Aerospace Supply
Banta Immigration Law, Ltd.,
Barclay Simpson
Barclaycard Commercial
Barclays Bank PLC
Barclays Capital Inc.
BarkerGilmore LLC
Baselines Incorporated
Beacon Hill Staffing Group LLC
Bedell Cristin
Benatar & Co. Limited,

Bentley Systems Incorporated
Bernard Nickels & Associates
Bernard Nickels & Associates, Inc.
Beyond20
BG Solutions, LLC
BGR
Bharti Enterprises,
Bird & Bird LLP (Australia)
Blair Downs,
Bloomberg
Bloomberg Finance LP
Blue Agility, LLC
Boro Station Tower 3, LLC
Boro Station TRS, LLC
Bosphocom Uydu Iletisim Hizmetleri Ltd
Boundless Spatial, Inc.,
BridgeStreet Corporate Housing LLC
Bryce Space and Technology LLC
Building Infrastructure Group, Inc.
C P Plantscape Inc
CablesPlus
California Institute of Technology
Callisto Global FZ
Canada Satellite Ground Station Inuvik
Canon Financial Services, Inc.
CANTO
Cape Design Engineering Co.
Capgemini America, Inc
Capgemini Consulting
Caporicci, Lucio
Caribbean Telecommunications Union
Cavalier International Air Freight Inc,
Cave People Limited
Cave People Limited
CCS Media
CCS Media Limited
CDW
CDW Direct
CDW Limited
Cell & Sat
Cemdia (Aust) Pty, Ltd.
Central Working
Certent, Inc

CGI Information Systems & Management
CGI Information Systems & Management
Consultants Inc.
CGI, Inc.
Chamberlaine Cleaning Services
Chesapeake Analytics Corp
Chesapeake Mission Critical
China Telecom Satellite Communications
Limited,
Christian FRHR Von Der
Christian FRHR von der Ropp
CICG
Cigna - Chicago
Cigna Healthcare
Cintas Corporation
Clarion Events
ClearSpace SA
CM Technology, Collabera Europe Limited,
CMIT Solutions of South Brevard
CNA Insurance
Colston, Jason LLC
COM5
Commsday ASF
Communicaid
Communications & Power Industries
Canada Inc.
Communications Alliance LTD
Computappoint
Computappoint Ltd
COMSAT, Inc.
Comsearch
Comtelca
Constant Technologies, Inc.
Continental Resources, Inc
Contino Solutions Ltd
Convergence Advisors, LLC
Coral Sunset
Corbett Technology Solutions, Inc
Cornwell Associates
Corporate Apartment Specialists, Inc.
Corporate Law Services
Corporate Law Services (Proprietary)
Limited

Corporate Traveler
Corporate Traveler Philadelphia
Corporate Traveler UK
CORT Business Services Corp.
Corvina Holdings Limited,
CPI - Malibu Division,
CPI International, Inc.
Creativ
Creel & Co Ltd
Cross Technologies, Inc.
Crown Castle Fiber LLC
Crucible Engineering, LLC,
Crucible Services LLC
CSGSI (Canadian Satellite Ground Station
Inuvik)
Cullimore and Ring Technologies, Inc
Cushman & Wakefield
Cvent, Inc.
Dahl-Morrow International
Daniel Lewis Photographer Limited
Dar Ahead
Dartmouth Partners
Datachoice Solutions Ltd (Geckboard)
Datadog, Inc.
Dataquest UK
Datawatch Systems Inc.
Datera, Inc.
Davina Buivan Kotanchik
DBpixelhouse
DBSA
DDB Unlimited Inc.
Deadalus Resources Ltd
Dean & Company
Decisive Publishing Pty Ltd
Defense Technology Security Admin
Dell Inc.
Deloitte & Touche LLP
Deloitte Consulting
Deloitte LLP
Deloitte Services AS
Deloitte Services Limited
Deloitte Tax LLP,
Deloitte,

Dentons Canada LLP
Department of Defense United States of
America,
Descartes Visual Compliance (USA) LLC
Design Concepts, Inc.,
Deutsche Bank
DHL Express
DHL International GmbH
DigiKey
Digital Shadows Ltd.
Digital Ship Events Ltd
Diligent Boardbooks Ltd
Disruptive Technology Associates, Ltd.
DJ Consulting Services LTD
DLA PIPER Pizarro Botto Escobar
DMCC
Docker, Inc.
DocuSign
Dolphin Media & Design Ltd
Donald Crowell III
Dora Jane Dearing
D-Orbit S.P.A.
DRCR Solutions, LLC
Duff & Phelps, LLC,
Dumas-Aero
DVV Media HR Group
Dynetics, Inc,
EAN Services, LLC
ECAwards
Economic Initiatives Fund of Kazakhstan
Edgar Bortolini
EgonZehnder
Eidolon
Elasticsearch, Inc.
Electrical Sign Service
Electro Rent Corporation
Emerald Media
Emerald Media Ltd
Emergent LLC
Emerging Markets Communications, LLC
ENAFocus,
EndRun Technologies
Engtal, LLC

Epimetheus Indie IT Limited	Grant Thornton LLP
EPLUS Technology, Inc.	Green Cave People
Equinix	Greenhouse Software, Inc.
Equinix (UK) Limited	GREENSBORO STATION OBC LLC
Equinix LLC,	Griffin People Limited
Equinix, Inc	Griffin People Ltd.
Equity Methods, LLC	Grossman Marketing Group
Erup Telecommunication Consultants	Groupe W Inc.
Euridice Palma	Grupo Salinas Telecom II, S.A. de C.V.
Euroconsult	GSM Association
European Bank	GSMA,
European Space Agency	GTI Recruiting Solutions LTD
Everyone Active	Guardian
EX Military	GVF-HQ
Exco Services Limited	Hagerman & Company , Inc.
Exhibition Freightin GSM Limited	Hakluyt
ExM Solutions LLC,	Hall & Kay Fire Engineering LTD
Ex-Military Careers Ltd,	HAMILTON BARNES ASSOCIATES
Exponens Counsiel & Expertise	LIMITED
Falcon	Harestone Solutions Ltd
FC Business Intelligence (Incite Group)	Harness
FDM Assessoria Contabil Ltda	Hawaii Pacific Teleport, LP
FedEx	Hawkwood Partners Ltd
Ferrere (Bolivia),	HEC Paris
Fifteen Four, LLC	HHVC Ltd.
Fifteen4	Himalayan Panorama Tours Ltd
Finsbury,	HMG Aerospace
Fontg & Hansen LLC	HSBC France
Forum Global	Huber+Suhner, Inc
Foundry Defense Systems, Inc.	Hughes
FTI Consulting	Hughes Network Systems, LLC
FutureAerospace Hainan Limited	Hurricane Electric, LLC
G3 Global Services, LLC	Ianasur Limited
Gartner UK Ltd	ICSA Software International Limited,
Gerry Smith Office Products, DBA Capitol	ILS (International Launch Services, Inc.)
Geyser-Telecom Ltd.	Inconnu Solutions
Global Loan Agency Services (GLAS)	Informa Telecoms & Media Ltd
Global Loan Agency Services Ltd (Glas)	Information Security Forum
Global Network Recruiting LLC	INFOTECH & SERVICE LLP
Globalization Partners	Infotekh & Service LLP
GMV Aerospace and Defence	ING Servis
GMV Aerospace And Defence, S.A.U.	Ingenieria Mazzei LTDA
Gonets Satellite System,	Intapeople Ltd
GoodHire,	

Intec Billing Incorporated
Intellian Technologies
Intellian Technologies USA Inc
Intelsat Corporation
Intelsat General
Intermatica S.p.A.
International Business Machines Corporation (IBM)
International Finance Corporation
International Relocation Services SRL
International SOS
Intralinks, Inc.
Iron Mountain
Isotropic Systems Limited,
Itrinegy Inc.
ITU - International Telecommunication Union
Jackson Labs Technologies Inc.
Jackson Lewis P.C.
Jansky Partners
Japan Link Corp.,
Jaume Cervera Colleuil
JBernstein Consulting, LLC
Jeffrey Atkins Consulting
Jet24 Ltd.
JetPool Media
JFrog, Inc.
Jim Selsavage
Jim Shaneyfelt,
Joint Venture Company,
JP Morgan Chase Bank, N.A.
JS Data Protection Advisors Ltd
K&L Gates
Karishma Davdra,
Kate Montgomery Consulting
KBO Fire & Security
Key4Space
Keysight Technologies, Inc.
Keystone Law
Kongsberg Satellite Services
KPMG
KPMG LLP
Kratos
Kratos Communications SAS,

Kroll Associates, Inc.
KSAT (Kongsberg Satellite Services)
KTA Group
Kuehne + Nagel , Inc.
KVH Industries, Inc
Kymeta Corporation
L&L Partners
L3 Communications ESSCO Inc.
L3 Harris,
Lambda Partners
Lambert Smith Hampton Group Limited
Lathe Commuications
Laurentian CFO Services
Lean C, Ltd
LeaseQuery LLC
Lecter Electrical Design & Build
LEDsynery (Displays) Ltd
Lee Hecht Harrison LLC
Level 3 Communications, LLC,
LHI Group Limited
Ligentia
LinkedIn Corporation
LinkedIntellect
LJR Advisors Limited
Lord Corporation
LSA
Lyreco
M.C. Dean, Inc.
MacDonald, Dettwiler and Associates Corporation
Macdonald, Dettwiler, and Associates
Magdalena Martin
Marc FERRER - COM5
Martinet & Martinet Avocats
MathWorks Inc
MaxLinear
MDA Corporation
MDA Systems Ltd.
MEO – Serviços de Comunicações e Multiméd
Michele Franci / FAST
Microcom (Sateo)
Microelectronics Technology, Inc.
Microlease

Milbank, Tweed, Hadley & McCloy LLP	OneGTM Ltd,
Rechtsanwalte,	OneTrust
Mini-Circuits	OneWeb Russia,
Mintz Group LLC	Oneweb S.r.l. (Italy)
Mission Microwave Technologies	Onyx Property Consultants Ltd.
Mobile Satellite Users Association	Oracle America Inc.
Mohawk Consulting Limited	OTJ
Montgomery Strategies Group,	Pacific Dataport Inc.
Morgan Lovell	Pacific Islands Telecom Assoc
Mosaic Island Limited	Pacific Telecommunications Council
Moving Brands Inc.	Packetfabric
Moving Brands Limited	PacketFabric. LLC
MuleSoft	Pallas Advisors, LLC
Mundie Adogados	Paul Espanol
n2grate Government Technology Solutions	Paul Hastings LLP
Nagios Enterprises, LLC	Pentair Technical Products Inc
National Aeronautics and Space	Perdoo
Administration (NASA),	Pinnacle Group Pte. Ltd.
NAVEX Global, Inc.	Pioneer Underwriters
Navia Benefits Solutions	PointMatix
Neovation Corporation (o/a SmarterU)	Potomac Law Group
Neuco Group	PR Newswire Association LLC
New Japan Radio Co., Ltd. ,	PricewaterhouseCoopers LLP
New North Networks	Primetrica, Inc./TeleGeography Research
New Rights Group DBA Development Seed	Princeton Satellite Systems
Nokia	Priority Worldwide
Nokia Corporation	Priority Worldwide
Nokia Of America Corporation (f/k/a	Privee Limited
Alcatel-Lucent USA Inc.)	Privee Limited
Nokia Solutions and Networks US LLC	PT Dwi Tunggal Putra
Norsat International Inc.	Qasimi Law Partners MENA
Nova AnalytIQ, LLC	Qualcomm
Novacoast IT	Qualcomm Incorporated
NSI-MI Technologies	Qualcomm Technologies Inc.
NSR- Northern Sky Research	Quantum Workplace
NTT Communications Corporation	Qwaltec
Nurture Professional Services Marketing	Radices VBK+CO (Luxembourg) S.A.
Nuture Landscapes Ltd	Real Time Logic, Inc.,
Nvent Schroff, Inc	Redapt, Inc.
Office Depot Inc.	Refinitiv US LLC
Office Principles Ltd	Regus (Riyadh)
One GTM Limited	Rhein Tech Laboratories, Inc
One Web Solutions,	Ripe NCC
	RKF Engineering Solutions
	Robert Half International Inc.,

Robert Half Management Resources
Robert Joseph Group LLC
Robert Van Heyningen
Rockwell Collins Inc.
Rohde & Schwartz USA, Inc.
RPE Garant Service LLC
RSM Allied Accountants
RUAG
RUAG Space AB
RUAG Space GMBH
Ryan Sharkley LLC
Safe & Secure
Safe & Secure Fire Security Ltd
SafeNet, Inc.
SAGIA
SAIC – Science Applications International
Corporation
Salesforce
Salesforce.com Inc
Samanage USA Inc.
Sandhill Consultants Limited
Sanne - OW Global
Sanne- OW Limited
Sanne- WVS
Sansa Space Operations
Sapienza Consulting Ltd
SatCom Consult LLC
Satcom Direct, Inc.
Satisnet
SatixFy
Savills (UK) Ltd
SC Consulting
Scientific Florida Inc.
SCISYS UK Limited
Scott Gibson
SCP Mame Adama Gueye et Associes
Seamless Alliance Inc.
Secure World Foundation
SelecTech
Serverless Heroes, Inc DBA A Cloud Guru
ServiceNow
Shanghai Linkway Technology Ltd.
Shanghai MiNaspace Technologies Ltd.

Shawn Marcum
SIA - Satellite Industry Assoc.
Sigatek LLC
Simmons & Simmons Middle East LLP
Skjei Telecom, Inc.
SKY Perfect JSAT Corporation
Skyline Communications
Skyline Whitespace
Smart Africa
Smart Maritime Network
Smartsheet Inc.
SMi Group Ltd
Smith & Smith Certified Public Accountant
Smith and Smith,
SMS
SMS S.A.
Societe d'Avocats Inter-barreaux
SoftBank Corp.,
Softbank Group Capital Europe Limited
Softbank Group Corp.
Sojitz Corporation Of America
SolarWinds
Solers, Inc.
Solutions 4 Office Ltd
Sombha Solutions Store Ltd.
Souleymane Diallo
Sound Matters
South Kensington Print
Southern States Toyotalift
Space Foundation
SpaceNet IT Ltd
Special Contingency Risk Inc.
Spectrum Engineering Australia
Spectrum Financial Services
SpectrumCareers,
Spier Group,
Spirent Communications
SSC Space US, Inc.
Stanley Convergent Security Solutions Inc
Staples Advantage
Star Technology and Research, Inc.,
Staudacher Annub

Stellar Solutions Inc.	TMF Corporate Services (Aust) Pty Limited
Sterling	TMF Group B.V.
Studio Associato Cavallotti	TMF Management & Administrative
Studio Legale Gattai, Minoli, Agostinelli	Services
Sudlows Enterprise Services Ltd	TMG TMC 3 TRS, LLC
Sughrue	Toerag Limited
Sughrue Mion, PLLC	Token Of Gratitude LLC
Summit Space Corp	Top Event
SunDun, Inc Of Washington	Tower Leasing Ltd
SureCloud Ltd	Transfinite Systems Ltd
Surface Heating Systems LTD	Transit-Avia, LLC
SYNCworks	Translated S.R.L
Tag Research Ltd	TransPerfect Document Management, Inc.
Talentwise, Inc.	TRBR
Tan Cher Wee	Trendkite, Inc.
Tandemloc, Inc.	TriMech Solutions
Taranis Radio Communications	TRS-Ren Telco
Tawuniya Waad albahli SME TS	TTC Antennas MDPA
TCM Services LLC	Two Roads Professional Resources Inc.
Tech Edge Consultants	Tyk Technologies Ltd
Tech Edge Consultants	Tyk.io
TechUK	Udemy
Teknos Associates LLC	Udemy, Inc
Telecommunication Support Services, Inc.	UK Space Agency
Telenor Satellite AS	Unigroup Worldwide, Inc.
Telespazio	United Business Technologies
Telespazio S.p.A.	United Security Alliance Inc.
Telstra Corporation Limited	United States Strategic Command,
Teraco	United States Telecom Training Institute
TERACO Data Environments	USSI Global
TestEquity, LLC	Vaisala Inc.
Thales Alenia Space France,	Valour Consultancy
ThalesAlenia Space	Velocity Global, LLC
The European Space Agency	Verified Strategy LLC
The Hartford	Vertex Aerospace , LLC
The Mather Group, LLC	Vetlugin, Dmitriy V.
The McCormick Group, Inc.,	VG Design
The Severn Group	Viasat
The Television Consultancy LTD	ViaSat, Inc.
Theoris, Inc.	Virgin Galactic, LLC
Thomson Reuters (GRC) Inc - 6292	Virgin Orbit
Threefold Sustainability Advisory Services	Virgin Orbit, LLC
Tim Wann,	VMA Group

Volga Dnepr Unique Air Cargo Inc.
VS Factory
VYSK Communications Inc
Wafer LLC
Warren Communications News
Warwick (VUV)
We Brand It
Wellington Advocacy
Wellstein Mora Rodriguez Int'l , PC
Wenham Carter,
WeWork
Whitewood Media Village
Wickr Inc.
Willis Limited
Willis of Maryland, Inc.

Willis Towers Watson
Willis Towers Watson Northeast, Inc.
Wipro
Wipro Limited
Withall & Co.
Withall & Co. Ltd. Chartered Accountants,
Workiva Inc.
World Economic Forum LLC
World Wide Technology, Inc.
WTAII
WTAII
Yee-ha! Design Limited
Zayo Group LLC - 028757
Zayo Group LLC – 028884

Other Significant Parties in Interest

ADS Group Limited
Agiloft
Aha! Labs Inc
Air & Design
AirPartner
Amesto Global
Amirror Group Organization Dev, Ltd -
USD
ANFR Maisons-Alfort
Ansys Inc.
Antycip Simulation
Arthur C. Clark Foundation
Banana Productions Ltd
Bognet Construction
Bowers Precision
Bray Leino Limited
Broadband India Forum
Carlin Music
Carmen Group
Cavalier Logistics
Cinematic Pictures Ltd
CO of Fairfax Fire Marshal's Office
Cocktail d'impressions
CompTIA
Enterprise Plants Ltd

Fira Barcelona
Francisco Chacon Gonzalez
Franklin Nova Group
Galleon (Shanghai) Co. Ltd
Genesys Works National Capital Region
Grant Thornton
Halt, Buzas & Powell, Ltd.
HX Contabilidade Agil
Iccommodate Ltd (Pty)
Ikhofi Limited
Image360
Impulsora Gastronomica Mexicana, S.A
inflection Risk Solutions, d/b/aGood Hire
InfluxData Inc.
Inscript Design Partnership
International Co. For Hotels
Interstate Relocation Services, Inc.
ITU-APT Foundation of India (regd.)
J Berkeley Limited T/A Infosec Ventures
Jet 24 Ltd
Jones Lang LaSalle Ltd
JONSA Technologies Co. Ltd
Jorge Nikaido Licon
Juan Pedro Raggio Garcia
Juliane Cordes

Kurup, Manoj	RefrigiWear
Lara Schlick	Regional Commonwealth of Comm
Lejeune Alain Philippe Pierre	Rhye Internet Solutions Limited
LNS Spitsbergen	RPM Limited
Mandat	Rum AV Solutions
Marabow Limited	Ryan Sharkey CPAs & Consultants
Marie's Coffee Service, Inc.	Ryman For Business
Mark Millard Limited	S.A.S Technique Voile
Mark Petruniak	
Marnomics	
Matthew Isakowitz Fellowship Program	
MCN Associates Ltd	
MGM Industries & Co.	
Michael LeMay	
Moir Management Services Ltd	
Momentous Photo Booth	
Nankai Express Co. Ltd	
Nasdaq	
National Corporate Housing- US	
NCC Group	
Ndiaye Diagne et Diallo	
neuco Limited- GBP	
Neyond	
Nystrom, Robert	
OOO 'Tranzit- Avia'	
OTJ Architects	
Ozolins Services Ltd	
Passion Cote Basque	
PlayFootball Ltd	
Portland Advisors	
Power Standards Lab, Inc. (PSL)	
Powertech Installations LTD	
Pro Flix Sales.com	
Protocase, Inc	
Protostyle	
Radices VBK+CO	
Radio Advisory Board of Canada	
Rand Worldwide Subsidiary, Inc. dba Imagi	
Rapid A Protolabs Company	
RealtimeBoard Inc. dba Miro	

S.A.S.U. Gimme Social Web

S.C.P. A.C.G.

SADAD

SARL Key4Space

Satbeams SPRL

SigmaSigns Ltd

Simmons & Simmons

Skatteoppkreveren for Svalbard

SkipperFilms

Specialty Microwave Corp.

Thomas Evans

U.S. Telecommunications Training Institute

United States ITU Assoc

Universal Microwave Technology, Inc.

University Of Southampton

Upper Lake Ltd

Schedule B

Parties in Interest Noted for Court Disclosure

Schedule B

**Potential Connections of Related Parties
OneWeb Global Limited and Debtor Affiliates**

List of Current and Past FTI Clients Since April 1, 2018 Who Are Interested Parties

Engagements Relating to the Debtors or Affiliates

Network Access Associates Limited
OneWeb Global Limited
WorldVu Development LLC
WorldVu Satellites Limited

Current Clients, Parents and Affiliates of Clients and Relationships Not Relating to the Debtors or Affiliates

Adobe Systems Incorporated	CGI, Inc.
ADP, LLC	Choate Hall & Stewart
Alcatel-Lucent USA Inc.	Clifford Chance LLP
Allen & Gledhill, LLP	CNA Insurance
Allen & Overy LLP	Cogent Communications, Inc.
Allianz	Continental Resources, Inc.
Amazon Web Services	Cushman & Wakefield
Amazon.com	Dell Inc.
American International Group, Inc.	Deloitte Touche Thomatsu Limited Group
Anderson Mori & Tomotsune	Dentons Canada LLP
Aon Consulting	Deutsche Bank
Apple Inc.	DLA Piper
AT&T Corporation	DocuSign
AVNET INC	Duff & Phelps, LLC
Baker McKenzie	Equinix, Inc. and affiliates
Bank of Montreal	European Bank
Barclays Bank PLC	FedEx
Barclays Capital Inc.	Ferrere (Bolivia)
BDO USA LLP	Florida Department of Revenue
Bird & Bird	Grant Thornton LLP
Bloomberg Finance LP	Great American Insurance Group
BNP Paribas	GSM Association
Brit plc	Guggenheim Partners
British Telecommunications	Hastings
BT Group plc	Hiscox
Buchanan Ingersoll & Rooney	HM Revenue and Customs (HMRC)
Canon Financial Services, Inc.	Houlihan Lokey
CenturyLink, Inc.	HSBC Bank

HSBC France	Paul Hastings LLP
Hughes Network Systems, LLC	PricewaterhouseCoopers LLP
Internal Revenue Services	Proskauer Rose
International Business Machines Corporation (IBM)	Qualcomm, Inc. and affiliates
International Telecommunications Union	Rockwell Collins Inc.
iPass Inc.	Shearman & Sterling LLP
Iron Mountain	Sheppard Mullin Richter & Hampton LLP
Jackson Lewis P.C.	Simmons & Simmons
Jenner & Block LLP	SoftBank Group
Jones Lang LaSalle Ltd	Sprint Corporation
JP Morgan Chase Bank, N.A.	Standard Bank
K&L Gates LLP	Stikeman Elliott LLP
Keystone Law	The Coca-Cola Company
KPMG, LLP	The Guardian Life Insurance Company of America
KVH Industries, Inc	The Saudi British Bank
Latham & Watkins LLP	U.S. Chamber of Commerce
Level 3 Communications, LLC	US Dept of State
Macfarlanes	ViaSat, Inc.
McDermott Will & Emery LLP	Virgin Galactic, LLC
Milbank LLP	Virgin Group
Morrison Foerster	WeWork
Nasdaq	Willis Towers Watson
Nokia Corporation and affiliates	Winston & Strawn, LLP
Office Depot Inc.	Wipro Limited
Orange S.A.	Zayo Group LLC
Partner Re	

Former Clients, Parents and Affiliates of Clients and Relationships Not Relating to the Debtors or Affiliates

American Bar Association	Regus
APCO Worldwide Limited	Salesforce.com Inc.
Arizona Department of Revenue	Santander UK Plc
Bedell Cristin	Telstra Corporation Limited
Canada Revenue Agency	World Economic Forum LLC
Cintas Corporation	
Clarion Events	
Department of Defense United States of America	
DHL Express	
DNB Bank ASA	
Global Loan Agency Services Limited	
Groupe Malakoff Mederic Humanis (Humanis)	
International Finance Corporation	
International SOS	
Intralinks, Inc.	
Oracle America Inc.	

Exhibit C

Engagement Agreement



8251 Greensboro Drive
Suite 400
McLean VA 22102
202.368.7521 (mobile)
mark.spragg@fticonsulting.com

PRIVATE & CONFIDENTIAL

March 19, 2020

Tyson M. Lomazow, Esq.
Partner
Milbank LLP
55 Hudson Yards
New York, New York 10001

Re: OneWeb Global Ltd.

Dear Mr. Lomazow:

1. **Introduction**

This letter confirms that we, FTI Consulting, Inc. ("FTI"), have been retained by you, Milbank LLP (the "Firm" or "Counsel"), to provide certain financial advisory and consulting services (the "Services") as set forth below in relation to your representation of OneWeb Global Ltd. and its direct or indirect controlled subsidiaries ("OneWeb" or the "Company"). This letter of engagement and the related Standard Terms and Conditions constitute the engagement contract (the "Engagement Contract" or the "Engagement") pursuant to which the Services will be provided.

2. **Scope of Services**

The Services, to be performed at your direction, are expected to include the following:

- Assist the Company and Counsel in preparing for a bankruptcy filing:
 - Assist management in generating the "Top Creditor List" and master mailing matrix; extract data necessary to develop critical trade analysis, foreign vendor analysis, shippers and warehouseers, as well as various exhibits for first day pleadings;
 - Assess which entities to include in the court process and which to exclude (including planning for the post-petition financial stability);
 - Document and describe key company functions in support of first day motions addressing critical post-petition requirements, including cash management, employee related programs, critical vendor treatment, insurance and bonding programs, etc.;
 - Develop the content and deployment of a timely and effective communication program for creditors, regulators, customers, vendors, and employees and pension authorities;
 - As required, assist in developing or updating and enhancing 13 week and 26-week cash forecasts;

Milbank LLP
March 19, 2020

- Assist management in obtaining and sizing the required liquidity needed either through cash collateral or Debtor in Possession financing;
- Assist management, Counsel and the Company with the preparation of court-mandated reporting requirements including, but not limited to the Schedule of Assets and Liabilities, Statement of Financial Affairs, and Monthly Operating Reports;
- Negotiate extensions as required with the U.S. Trustee's office;
- Assist Counsel and the Company in the preparation of all required First Day Motions;
- Assist with other filings and analysis as requested by the Company or Counsel throughout the course of the case;
- Engage and coordinate with the U.S. Trustee to minimize the burden on the Company while fulfilling all statutory obligations;
- As required, assist the Company and Counsel in support of restructuring proceedings in the U.K. or other jurisdictions outside the U.S.;
- Assist the Company in developing and preparing due diligence materials for potential lenders/investors/acquirors;
- Assist the Company in responding to creditor groups and vendors throughout the case;
- To the extent that an Unsecured Creditors Committee or any other group is formed, engage with and manage the Committee/group to minimize the distraction to management;
- Assist the Company and Counsel in the reconciliation of any claims arising from a bankruptcy process;
- Assist the Company and Counsel in the financial analysis of potential avoidance actions;
- Assist the Company and Counsel in preparation of plan and disclosure statement documents and supporting materials;
- Provide testimony and other litigation support as the circumstances warrant.
- Restructuring Communications Advisory
 - Assist the Company with developing and communicating messaging for external stakeholders, including media relations; and
 - Assist the Company with the development of an internal document to support employee communications.
- Perform such other services and analyses relating to the bankruptcy filing as are/or become consistent with the foregoing items, or as the parties hereto mutually agree.

Milbank LLP
March 19, 2020

- In the event that a bankruptcy filing is not made, assist the Company and Counsel as requested in support of completing an out-of-court restructuring.

The Services may be performed by FTI or by any subsidiary of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

The Services, as outlined above, are subject to change as mutually agreed between us.

FTI is engaged by you to provide financial advisory and consulting services only. Accordingly, while we may from time to time suggest options which may be available to you or the Company, and further give our professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with the Company, its management and board of directors. FTI and its employees will not make any management decisions for the Company and will not be responsible for communicating information concerning the Company to the public, the Company's shareholders or others.

As part of the Services, FTI may be requested to assist you or the Company (and its other legal or other advisors) in negotiating with the Company's creditors and equity holders and with other interested parties. In the event that we participate in such negotiations, the representations made and the positions advanced will be those of the Company and its management, not FTI or its employees.

If cases under the Bankruptcy Code are commenced and our retention is approved, our role will include serving as bankruptcy financial advisors to the debtors and debtors in possession in those cases under a general retainer, subject to court approval. Our role also will encompass all out-of-court planning and negotiations attendant to these tasks.

The services we will provide in connection with the Engagement will encompass all services normally and reasonably associated with this type of engagement that we are requested and are able to provide and that are consistent with our ethical obligations. With respect to all matters of our Engagement, we will coordinate closely with you and the Company as to the nature of the services that we will render and the scope of our engagement.

As usual, our Engagement is to represent the Company and not its individual directors, officers, employees or shareholders. However, we anticipate that in the course of that Engagement, we may provide information or advice to directors, officers or employees in their corporate capacities.

3. **Privileged and Confidential Work Product**

To the extent possible, written reports, memoranda or status summaries that we prepare under this Engagement Contract will be maintained in accordance with our retention procedures and shall be prominently labeled "Privileged and Confidential". Except as may be required by law, regulation or valid judicial or administrative process, we will not disclose to anyone, without your permission, the content of any oral or written confidential communication received during the course of the Engagement or any information gained from the inspection or review of any records or documents provided by you that are identified as confidential.

Milbank LLP
March 19, 2020

4. **Fees**

Fees in connection with this Engagement will be based upon the time incurred providing the Services, multiplied by our standard hourly rates, summarized as follows:

United States

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$920 – 1,295
Directors / Senior Directors / Managing Directors	690 – 905
Consultants/Senior Consultants	370 – 660
Administrative / Paraprofessionals	150 – 280

United Kingdom

	<u>Per Hour (GBP)</u>
Senior Managing Directors	£900
Directors / Senior Directors / Managing Directors	£640 – 755
Analysts/Consultants/Senior Consultants	£325 – 570
Administrative / Paraprofessionals	£175 – 230

For hours incurred prior to the Company filing for bankruptcy FTI will apply a 10% reduction to its fees.

Hourly rates are generally revised periodically. We will notify you of any changes to our rates. To the extent this engagement requires services of our International divisions or personnel, the time will be multiplied by our standard hourly rates applicable for the International divisions or personnel. Note that we do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

In addition to the fees outlined above, FTI will bill for reasonable and documented allocated and direct expenses which are likely to be incurred on your behalf during this Engagement. Allocated expenses include the cost of items which are not billed directly to the engagement but are incurred centrally, including reasonable and documented out-of-pocket costs for data services and research materials which FTI subscribes to that we expect to use on your engagement, copying, phone charges, and other overhead expenses that are not billed through as direct reimbursable expenses and are calculated at 6.0% of FTI's fees as described above. Direct expenses include reasonable and customary and documented out-of-pocket expenses which are billed directly to the engagement such as internet access, telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to this engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable and documented allocated and direct expenses (including counsel fees) with respect thereto.

Notwithstanding anything to the contrary in the Engagement Contract, FTI agrees and acknowledges that Counsel shall have no liability arising out of the Engagement Contract (including, without limitation, for payment of any fees, costs, expenses or for any indemnity obligations), all of which shall be the sole responsibility of the Company.

Milbank LLP
March 19, 2020

Cash on Account

Initially, the Company will forward to us the amount of \$500,000, which funds will be held "on account" to be applied to our professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The Company agrees to increase or supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as the Company and we mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

We will send the Company periodic invoices (not less frequently than monthly) for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain (subject to adjustment for actual and documented fees, charges, and disbursements). Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our Services. Upon transmittal of the invoice, we may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. The Company agrees upon submission of each such invoice to promptly wire the invoice amount to us as replenishment of the Initial Cash on Account (together with any supplemental amount to which we and the Company mutually agree), without prejudice to the Company's right to advise us of any differences it may have with respect to such invoice. We have the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) the Company's opportunity to review our statements.

The Company agrees to promptly notify FTI if the Company or any of its subsidiaries or affiliates extends (or solicits the possible interest in receiving) an offer of employment to a principal or employee of FTI involved in this Engagement and agrees that it will pay FTI has earned and will be entitled to a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any guaranteed or target bonus and equity award, to be paid to FTI's former principal or employee that the Company or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this Engagement.

In a case under the Bankruptcy Code, fees and expenses may not be paid without the express prior approval of the bankruptcy court. In most cases of this size and complexity, on request of a party in interest, the bankruptcy court permits the payment of interim fees during the case. The Company agrees that, if asked to do so by us, the Company will request the bankruptcy court to establish a procedure for the payment of interim fees during the case that would permit payment of interim fees. If the bankruptcy court approves such a procedure, we will submit invoices on account against our final fee. These interim invoices will be based on such percentage as the bankruptcy court allows of our internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of our representation.

In preparation for the filing of any cases under the Bankruptcy Code, we also may require an additional on account payment to supplement the Initial Cash on Account to cover fees, charges and disbursements to be incurred during the initial phase of the chapter 11 cases (the

Milbank LLP
March 19, 2020

"Additional Cash on Account"). We will hold the Additional Cash on Account, as we have the Initial Cash on Account. Of course, the reasonableness of the Additional Cash on Account remains subject to review by the court in any ensuing case.

If any of the Company's entities become a debtor in one or more cases under the Bankruptcy Code, some fees, charges, and disbursements (whether billed) incurred before the filing of bankruptcy petitions (voluntary or involuntary) might remain unpaid as of the date of the filing. The unused portion, if any, of the Initial Cash on Account and the Additional Cash on Account will be applied to any such unpaid pre-petition fees, charges and disbursements. Any requisite court permission will be obtained in advance. We will then hold any portion of the Initial Cash on Account and the Additional Cash on Account not otherwise properly applied for the payment of any such unpaid pre-filing fees, charges and disbursements (whether or not billed) as on account cash to be applied to our final invoice in any case under the Bankruptcy Code.

Post-petition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the court. The Company understands that while the arrangement in this paragraph may be altered in whole or in part by the bankruptcy court, the Company shall nevertheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Initial Cash on Account (as may be supplemented from time to time) and the Additional Cash on Account shall be held by us and applied against the final fee application filed and approved by the court.

5. Terms and Conditions

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

6. Conflicts of Interest

Based on the list of interested parties (the "Potentially Interested Parties"), provided by you, we have undertaken a limited review of our records to determine FTI's professional relationships with the Company, the lenders and equity interests. As you may be aware, FTI is regularly retained by the administrative agent and/or members of your lending group (or law firms retained by the administrative agent or the lending group members). However, such representations are in matters unrelated to this engagement.

From the results of such review, we were not made aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. However, as you know, we are a large consulting firm with numerous offices throughout the United States. We are regularly engaged by new clients, which may include one or more of

Milbank LLP
March 19, 2020

the Potentially Interested Parties. The FTI professionals providing services hereunder will not accept an engagement that directly conflicts with this Engagement without your prior written consent.

Milbank LLP
March 19, 2020

7. **Acknowledgement and Acceptance**

Please acknowledge your acceptance of the terms of this Engagement Contract by signing both the confirmation below and the attached Standard Terms and Conditions and returning a copy of each to us at the above address.

If you have any questions regarding this letter or the attached Standard Terms and Conditions, please do not hesitate to contact Mark Spragg at 1-202-368-7521 or Mike Katzenstein at 214-384-4909.

Yours faithfully,

FTI CONSULTING, INC.

By: Spragg, Mark Digitally signed by Spragg, Mark
Date: 2020.03.22 14:22:36 -04'00'
Mark Spragg
Senior Managing Director

Attachment – As stated

Milbank LLP
March 19, 2020

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.

Milbank LLP

By: /s/Tyson M. Lomazow
Tyson M. Lomazow
Partner

Date: 3/22/2020

OneWeb Global Ltd. (on behalf of itself and its direct and indirect controlled subsidiaries)

By: _____
Kathleen Guerere
General Counsel

Date: _____

Milbank LLP
March 19, 2020

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.

Milbank LLP

By: _____
Tyson M. Lomazow
Partner

Date: _____

OneWeb Global Ltd. (on behalf of itself and its direct and indirect controlled subsidiaries)

By: _____
Kathleen Guerere
General Counsel

Date: 3/19/2020

FTI CONSULTING, INC.

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement dated March 19, 2020. The engagement letter and the Standard Terms and Conditions (collectively the “Engagement Contract”) form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

1. Reports and Advice

- 1.1 **Use and purpose of advice and reports** – Any advice given or report issued by us is provided solely for the use and benefit of you and the Company and only in connection with the purpose in respect of which the Services are provided. Unless required by law, neither you nor the Company shall provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

2. Information and Assistance

- 2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon you and the Company providing us with such information and assistance as we may reasonably require from time to time.
- 2.2 **Punctual and accurate information** – You and Company personnel shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You and the Company shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Company management will be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.
- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company.

3. Additional Services

- 3.1 **Responsibility for other parties** – You and the Company shall be solely responsible for the work and fees of any other party engaged by you or the Company to provide services in connection with the engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you or the Company, other than our agents or independent contractors engaged to provide Services, without your or the Company's written authorization.

4. Confidentiality

- 4.1 **Restrictions on confidential information** – All parties to this Engagement Contract agree that any confidential information received from the other parties shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, no party will disclose other contracting party's confidential information to any third party without such party's consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
 - 4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or
 - 4.1.3 is or has been independently developed by the recipient.
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, all parties will be entitled to disclose confidential information to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other parties.
- 4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews.
- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.

5. Termination

- 5.1 **Termination of Engagement with notice** – All parties (you, the Company and FTI) may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, we will stop all work immediately. Regardless of the terminating party, the Company will be responsible for all fees and expenses incurred by us through the date termination notice is received.

- 5.2 **Continuation of terms** – The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement letter, and Clauses 1.1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

6. Indemnification and Liability Limitation

- 6.1 **Indemnification** - The Company agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively “Indemnified Persons”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to your retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an “Adverse Determination”). The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.
- 6.2 **Limitation of liability** - You agree that no Indemnified Person shall be liable to you, or your successors, affiliates or assigns for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.

7. Governing Law, Jurisdiction and WAIVER OF JURY TRIAL

- 7.1 **Governing Law** - The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York without giving effect to the choice of law provisions thereof.
- 7.2 **Jurisdiction** - The United States District Court for the Southern District of New York and the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.
- 7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE COMPANY AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.

FTI CONSULTING, INC

Confirmation of Standard Terms and Conditions

We agree to engage FTI Consulting, Inc. upon the terms set forth in these Standard Terms and Conditions as outlined above.

Milbank LLP

By: /s/Tyson M. Lomazow
Tyson M. Lomazow
Partner

Date: 3/22/2020

OneWeb Global Ltd. (on behalf of itself and its direct and indirect controlled subsidiaries)

By: _____
Kathleen Guerere
General Counsel

Date: _____

Confirmation of Standard Terms and Conditions

We agree to engage FTI Consulting, Inc. upon the terms set forth in these Standard Terms and Conditions as outlined above.

Milbank LLP

By: _____
Tyson M. Lomazow
Partner

Date: _____

OneWeb Global Ltd. (on behalf of itself and its direct and indirect controlled subsidiaries)

By: _____
Kathleen Guerere
General Counsel

Date: Mar 19, 2020